SERFF Tracking Number:
 MGCC-126454480
 State:
 Arkansas

 Filing Company:
 The Chesapeake Life Insurance Company
 State Tracking Number:
 44567

Company Tracking Number: CH-26111-IP (06/09) AR

TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity

Product Name: CH-26111-IP (06/09)

Project Name/Number: /

# Filing at a Glance

Company: The Chesapeake Life Insurance Company

Product Name: CH-26111-IP (06/09) SERFF Tr Num: MGCC-126454480 State: Arkansas TOI: H14I Individual Health - Hospital Indemnity SERFF Status: Closed-Approved- State Tr Num: 44567

Closed

Sub-TOI: H14I.000 Health - Hospital Indemnity Co Tr Num: CH-26111-IP (06/09) State Status: Approved-Closed

AR

Filing Type: Form Reviewer(s): Rosalind Minor

Authors: Kathleen Allen, Jaime

Butler, Kim Perkins

Date Submitted: 01/13/2010 Disposition Status: Approved-

Closed

Disposition Date: 03/18/2010

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

# **General Information**

Project Name:

Project Number:

Project Number:

Requested Filing Mode: Informational

Explanation for Combination/Other:

Submission Type: New Submission

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 03/18/2010 Explanation for Other Group Market Type:

State Status Changed: 03/18/2010

Deemer Date: Created By: Kathleen Allen

Submitted By: Kathleen Allen Corresponding Filing Tracking Number:

Filing Description:

This is an informational filing. We are correcting the last sentence under Newly Adopted Children on page 10 of the policy submitted and approved by your Department under SERFF MGCC-126242370.

The last sentence in the paragraph submitted in the above referenced SERFF filing stated "Adopted child coverage will be for Accidental Injuries only." which was incorrect. It should state "Adopted child coverage will only be for losses due to Sickness or Injury."

SERFF Tracking Number: MGCC-126454480 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44567

Company Tracking Number: CH-26111-IP (06/09) AR

TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity

Product Name: CH-26111-IP (06/09)

Project Name/Number:

No other changes are being made to the approved policy.

# **Company and Contact**

## **Filing Contact Information**

Kathleen Allen, Senior Compliance Analyst kathleen.allen@healthmarkets.com

9151 Boulevard 26 817-255-3590 [Phone] North Richland Hills, TX 76180 817-255-8153 [FAX]

**Filing Company Information** 

The Chesapeake Life Insurance Company CoCode: 61832 State of Domicile: Oklahoma

9151 Boulevard 26 Group Code: 264 Company Type: Health

North Richland Hills, TX 76180 Group Name: State ID Number:

(817) 255-3100 ext. [Phone] FEIN Number: 52-0676509

-----

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No

Fee Explanation: \$20.00 form filing

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

The Chesapeake Life Insurance Company \$20.00 01/13/2010 33493957

CHECK NUMBER CHECK AMOUNT CHECK DATE

\$0.00

SERFF Tracking Number: MGCC-126454480 Arkansas State: 44567 Filing Company: The Chesapeake Life Insurance Company State Tracking Number:

Company Tracking Number: CH-26111-IP (06/09) AR

TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity

Product Name: CH-26111-IP (06/09)

Project Name/Number:

# **Correspondence Summary**

# **Dispositions**

**Created On Status Created By Date Submitted** 

Closed

Approved-

**Objection Letters and Response Letters** 

Rosalind Minor

**Objection Letters Response Letters** 

**Status Created By** Created On Date Submitted **Responded By Created On Date Submitted** 

03/18/2010

Rosalind Minor 01/15/2010 Kathleen Allen 03/17/2010 Pending 01/15/2010 03/17/2010

Industry Response

**Filing Notes** 

Subject **Note Type Created By** Created **Date Submitted** 

On

03/18/2010

**OBJECTION LETTER OF 1/15/10** Note To Filer Rosalind Minor 03/11/2010 03/11/2010 SERFF Tracking Number: MGCC-126454480 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44567

Company Tracking Number: CH-26111-IP (06/09) AR

TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity

Product Name: CH-26111-IP (06/09)

Project Name/Number:

# **Disposition**

Disposition Date: 03/18/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 MGCC-126454480
 State:
 Arkansas

 Filing Company:
 The Chesapeake Life Insurance Company
 State Tracking Number:
 44567

Company Tracking Number: CH-26111-IP (06/09) AR

TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity

Product Name: CH-26111-IP (06/09)

Project Name/Number: /

| Schedule            | Schedule Item  | Schedule Item Status | <b>Public Access</b> |
|---------------------|--|----------------------|----------------------|
| Supporting Document | Flesch Certification                                   | Approved-Closed      | Yes                  |
| Supporting Document | Application  | Approved-Closed      | Yes                  |
| Supporting Document | Health - Actuarial Justification                       | Approved-Closed      | Yes                  |
| Supporting Document | Outline of Coverage                                    | Approved-Closed      | Yes                  |
| Supporting Document | Previously approved policy form CH-26111-IP (06/09) AR | Approved-Closed      | Yes                  |
| Form                | page 10 from the previously approved policy            | Approved-Closed      | Yes                  |

SERFF Tracking Number: MGCC-126454480 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44567

Company Tracking Number: CH-26111-IP (06/09) AR

TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity

Product Name: CH-26111-IP (06/09)

Project Name/Number: /

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 01/15/2010
Submitted Date 01/15/2010
Respond By Date 03/09/2010

Dear Kathleen Allen,

This will acknowledge receipt of the captioned filing.

## Objection 1

- page 10 from the previously approved policy, CH-26111-IP (06/09) AR (Form)

### Comment:

I need further verification on the Newly Adopted Children. A sentence was changed to read: Adopted child coverage will only be for losses due to Sickness or injury.

Our law, ACA 23-79-137, states that the coverage of the minor shall be the same as provided for other members of the insured's family.

Will you pay benefits for wellness on an adopted child; i.e., ACA 23-79-141?

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 03/17/2010 Submitted Date 03/17/2010

Dear Rosalind Minor,

### Comments:

Thank you for your review.

# Response 1

SERFF Tracking Number: MGCC-126454480 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44567

Company Tracking Number: CH-26111-IP (06/09) AR

TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity

Product Name: CH-26111-IP (06/09)

Project Name/Number:

Comments: The previously approved policy under MGCC-126242370 is a Hospital Indemnity policy. I am only trying to correct a sentence that states that an adopted child would only have coverage if due to an accidental injury only which is incorrect. The sentence that I am correcting states the same as for Newborn children.

I am attaching a copy of the previously approved policy for your reference.

## **Related Objection 1**

Applies To:

page 10 from the previously approved policy , CH-26111-IP (06/09) AR (Form)

### Comment:

I need further verification on the Newly Adopted Children. A sentence was changed to read: Adopted child coverage will only be for losses due to Sickness or injury.

Our law, ACA 23-79-137, states that the coverage of the minor shall be the same as provided for other members of the insured's family.

Will you pay benefits for wellness on an adopted child; i.e., ACA 23-79-141?

## **Changed Items:**

### **Supporting Document Schedule Item Changes**

Satisfied -Name: Previously approved policy form CH-26111-IP (06/09) AR

Comment: Please refer to attached.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

I hope that what I have provided makes more sense, if not, please feel free to call me at 817-255-3590 to discuss.

Thanks for your consideration.

Sincerely,

Jaime Butler, Kathleen Allen, Kim Perkins

 SERFF Tracking Number:
 MGCC-126454480
 State:
 Arkansas

 Filing Company:
 The Chesapeake Life Insurance Company
 State Tracking Number:
 44567

Company Tracking Number: CH-26111-IP (06/09) AR

TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity

*Product Name: CH-26111-IP* (06/09)

Project Name/Number: /

**Note To Filer** 

Created By:

Rosalind Minor on 03/11/2010 09:15 AM

Last Edited By:

Rosalind Minor

Submitted On:

03/18/2010 03:24 PM

Subject:

**OBJECTION LETTER OF 1/15/10** 

Comments:

As of this date, I have not received a reply to my Objection Letter of 1/15/10.

If a response is not received by 3/18/10, the filing will be disapproved.

 SERFF Tracking Number:
 MGCC-126454480
 State:
 Arkansas

 Filing Company:
 The Chesapeake Life Insurance Company
 State Tracking Number:
 44567

Company Tracking Number: CH-26111-IP (06/09) AR

TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity

Product Name: CH-26111-IP (06/09)

Project Name/Number: /

# Form Schedule

**Lead Form Number:** 

| Schedule   | Form       | Form Type | e Form Name         | Action  | <b>Action Specific</b> | Readability | Attachment |
|------------|------------|-----------|---------------------|---------|------------------------|-------------|------------|
| Item       | Number     |           |                     |         | Data                   |             |            |
| Status     |            |           |                     |         |                        |             |            |
| Approved-  | CH-26111-  | Other     | page 10 from the    | Initial |                        |             | Newly      |
| Closed     | IP (06/09) |           | previously approved |         |                        |             | Adopted    |
| 03/18/2010 | ) AR       |           | policy              |         |                        |             | Children   |
|            |            |           |                     |         |                        |             | page.pdf   |

### **Newly Adopted Children**

Any minor child under Your charge, care and control for whom You have filed a petition to adopt, will be provided coverage on the same basis as coverage for other Covered Dependents under the Policy. This coverage will begin on the date of the filing of a petition for adoption, if You apply for coverage within sixty (60) days after the filing of such petition; or from the moment of birth, if the petition for adoption and application for coverage is filed within sixty (60) days after the date of birth. Adopted child coverage will only be for losses due to Sickness or Injury.

This coverage will terminate upon the dismissal or denial of a petition for adoption.

### **Additional Dependents**

You may add Eligible Dependents by providing evidence of insurability satisfactory to Us and upon payment of any additional premium, if required.

The acceptance of a new Eligible Dependent will be shown by endorsement and the date of the endorsement will be the Effective Date of Coverage for the new Eligible Dependent.

### **PREMIUMS**

### **Premium Due Date**

Premiums are payable to Us at Our administrative office in North Richland Hills, Texas or any location as designated and communicated by Us. The premium is payable monthly, quarterly, semi-annually or annually, as indicated in the POLICY SCHEDULE. Payment of any premium will not maintain coverage in force beyond the next premium due date, except as provided by the Grace Period. Upon the payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

### **Grace Period**

There is a grace period of 31 days for the payment of any premiums due, except the first. At the end of the 31 day grace period, We may cancel the Policy without further notice. During the grace period, the contract will remain in force; however, the Company is not obligated to pay any claims incurred by Insured Persons during the grace period unless and until the premium due is received during the grace period.

### **Premium Changes**

We reserve the right to change the table of premiums, on a Class Basis, becoming due under the Policy at any time and from time to time; provided, We have given You written notice of at least 31 days prior to the effective date of the new rates. Such change will be on a Class Basis. [The premium for the Policy may change in amount by reason of an increase in the Attained Age of the Insured Person.]

### **Waiver of Premium**

We will waive all monthly premiums due for the Policy during Your extended Hospital Confinement. The waiver of premium begins after You have been Hospital Confined for a period of at least [30-90] consecutive days. Premiums will resume under this Policy when You are no longer receiving a Hospital Confinement benefit under this Policy. Once premiums are resumed under this Policy, any new Hospital Confinements will be subject to a [30-90] day continued Confinement without discharge, before premiums will be waived.

SERFF Tracking Number: MGCC-126454480 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44567

Company Tracking Number: CH-26111-IP (06/09) AR

TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity

Product Name: CH-26111-IP (06/09)

Project Name/Number:

# **Supporting Document Schedules**

Item Status: Status

Date:

Bypassed - Item: Flesch Certification Approved-Closed 03/18/2010

Bypass Reason: Not applicable.

Comments:

Item Status: Status

Date:

Bypassed - Item: Application Approved-Closed 03/18/2010

Bypass Reason: Not applicable

**Comments:** 

Item Status: Status

Date:

Bypassed - Item: Health - Actuarial Justification Approved-Closed 03/18/2010

Bypass Reason: Not applicable

**Comments:** 

Item Status: Status

Date:

Bypassed - Item: Outline of Coverage Approved-Closed 03/18/2010

Bypass Reason: Not applicable

Comments:

Item Status: Status

Date:

Satisfied - Item: Previously approved policy form Approved-Closed 03/18/2010

CH-26111-IP (06/09) AR

Comments:

Please refer to attached.

**Attachment:** 

CH-26111-IP \_0609\_AR.pdf

### THE CHESAPEAKE LIFE INSURANCE COMPANY

A Stock Company
(Hereinafter called: the Company, We, Our or Us)
Home Office: Oklahoma City, Oklahoma
Administrative Office: P.O. Box 982010

North Richland Hills, Texas 76182-8010 Customer Service: 1-800-733-1110

### **HOSPITAL AND SURGICAL INDEMNITY POLICY**

### IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION

The attached application is a part of this Policy. Please read it and check it carefully. This Policy is issued on the basis that Your answers are correct and complete. If it is not complete or has an error, please let Us know within 10 days. An incorrect application may cause Your coverage to be voided, or a claim to be reduced or denied.

### 10 DAY RIGHT TO EXAMINE THE POLICY

It is important to Us that You understand and are satisfied with the coverage being provided to You. If You are not satisfied that this coverage will meet Your insurance needs, You may return this Policy to Us at Our administrative office in North Richland Hills, Texas, within 10 days after You receive it. Upon receipt, We will cancel Your coverage as of the Policy Date, refund all premiums paid and treat the Policy as if it were never issued.

### **RENEWABILITY**

This Policy is guaranteed renewable to age 65, subject to the Company's right to discontinue or terminate the coverage as provided in the TERMINATION OF COVERAGE section of this Policy. The Company reserves the right to change the applicable table of premium rates on a Class Basis. [The premium for the Policy may change in amount by reason of an increase in the age of an Insured Person.]

#### PRE-EXISTING CONDITIONS

This Policy does not provide benefits for any loss resulting from a Pre-Existing Condition, as defined, unless the loss is incurred at least [6 months] after the Effective Date of Coverage for an Insured Person.

NOTICE TO BUYER: This is limited benefit insurance Policy. This Policy provides limited benefits and should not be considered a substitute for comprehensive health insurance coverage. [This Policy does not provide benefits for any loss resulting from a Sickness, as defined, which first manifests itself within the 30 days after the Insured Person's Effective Date of Coverage, until such coverage has been in force for a period of 6 months.]

SECRETARY

PRESIDENT

This Policy is a legal contract between You and Us. PLEASE READ YOUR POLICY CAREFULLY!

THIS IS A LIMITED BENEFIT POLICY. PLEASE READ IT CAREFULLY.

# **TABLE OF CONTENTS**

| POLICY SCHEDULE            | PAGE |
|----------------------------|------|
| DEFINITIONS                | 8    |
| EFFECTIVE DATE OF COVERAGE | 10   |
| PREMIUMS                   | 10   |
| TERMINATION OF COVERAGE    | 11   |
| BENEFITS                   | 12   |
| EXCLUSIONS AND LIMITATIONS | 13   |
| GENERAL PROVISIONS         | 14   |

### **POLICY SCHEDULE**

COVERED DEPENDENTS: EFFECTIVE DATE OF COVERAGE:

[Johnette Doe] [01/02/07] [John Doe, Jr.] [02/15/07] [Johnita Doe] [06/22/08]

POLICY NUMBER: [ABC1234567] POLICY DATE: [01/02/07]

INITIAL PREMIUM: [\$0.00] MODE OF PAYMENT: [Monthly]

### SCHEDULE OF BENEFITS

<u>NOTE:</u> When claims are presented for multiple services performed on the same date, and when only one benefit is payable, We will consider the higher benefit amount, provided claims for such covered services are submitted on a single claim form. Otherwise, claims submitted will be processed based on order of receipt.

### **BENEFIT AMOUNT**

# **INPATIENT HOSPITAL CONFINEMENT BENEFIT:**

(not to exceed [365 days] per Sickness or Injury. Confinements separated by less than [31 – 120] days will be considered the same Confinement.):

Daily Indemnity Benefit for first [1 - 30] days of

Hospital Confinement for Sickness or Injury: [\$100 - \$1000] per Insured Person, per day

Daily Indemnity Benefit for [3-365] days

of Hospital Confinement: [\$100 - \$1000] per Insured Person, per day

## **OUTPATIENT SURGERY FACILITY BENEFIT:**

Surgery or invasive diagnostic exam with

general anesthesia: [\$50 - \$500] per Insured Person, per Sickness or Injury

Surgery or invasive diagnostic exam without

general anesthesia: [\$50 - \$500] per Insured Person, per Sickness or Injury

[\$25 - \$250] per Insured Person, per diagnostic exam

### **INVASIVE DIAGNOSTIC EXAM BENEFIT:**

(limited to [one] diagnostic procedure per Insured Person, per [day] and [5] diagnostic exams per Policy Year.)

### nsured Person, per [day] and [5]

### **SURGERY BENEFIT:**

(Limited to [one] Surgery procedure per Insured Person, per [day].)

### **Bone**

| Bone Marrow biopsy or aspiration | [\$25 - \$1000] per Insured Person |
|----------------------------------|------------------------------------|
| Removal of knee cartilage        | [\$25 - \$1000] per Insured Person |
| Total knee replacement           | [\$25 - \$1000] per Insured Person |
| Total hip replacement            | [\$25 - \$1000] per Insured Person |

# **BENEFIT AMOUNT**

[\$50 - \$1,000] per Insured Person

# **SURGERY BENEFIT (Continued):**

## **Brain**

| Burr holes not followed by Surgery | [\$100 - \$1,500] per Insured Person |
|------------------------------------|--------------------------------------|
| Ventriculoperitoneal shunt         | [\$100 - \$1,500] per Insured Person |
| Exploratory craniotomy             | [\$100 - \$1,500] per Insured Person |
| Excision of brain tumor            | [\$100 - \$1,500] per Insured Person |
| Hemispherectomy                    | [\$100 - \$1,500] per Insured Person |

# **Breast**

| [\$50 - \$1,000] per Insured Person |
|-------------------------------------|
| [\$50 - \$1,000] per Insured Person |
|                                     |
| [\$50 - \$1,000] per Insured Person |
|                                     |

# **Digestive**

Radical

| Exploratory laparotomy   | [\$50 - \$1,000] per Insured Person |
|--------------------------|-------------------------------------|
| Appendectomy             | [\$50 - \$1,000] per Insured Person |
| Colostomy                | [\$50 - \$1,000] per Insured Person |
| ERCP                     | [\$50 - \$1,000] per Insured Person |
| Vagotomy                 | [\$50 - \$1,000] per Insured Person |
| Partial colectomy        | [\$50 - \$1,000] per Insured Person |
| Colectomy                | [\$50 - \$1,000] per Insured Person |
| Colectomy with ileostomy | [\$50 - \$1,000] per Insured Person |
| Cholecystectomy          | [\$50 - \$1,000] per Insured Person |
| Esophagectomy            | [\$50 - \$1,000] per Insured Person |
| Gastrectomy              |                                     |
| Partial                  | [\$50 - \$1,000] per Insured Person |
| Total                    | [\$50 - \$1.000] per Insured Person |

# Ear/Nose

| Tympanotomy                            | [\$25 - \$500] per Insured Person |
|--|-----------------------------------|
| Adenoidectomy                          | [\$25 - \$500] per Insured Person |
| Myringoplasty                          | [\$25 - \$500] per Insured Person |
| Mastoidectomy                          |                                   |
| Simple                                 | [\$25 - \$500] per Insured Person |
| Radical                                | [\$25 - \$500] per Insured Person |
| Tonsillectomy with or without adenoids | [\$25 - \$500] per Insured Person |

# **BENEFIT AMOUNT**

# **SURGERY BENEFIT (Continued):**

| ┗٧╚ |
|-----|
|-----|

| Cataract           | [\$50 - \$1,000] per Insured Person |
|--------------------|-------------------------------------|
| Enucleation        | [\$50 - \$1,000] per Insured Person |
| Corneal Transplant | [\$50 - \$1,000] per Insured Person |

# **Gynecologic**

| [\$25 - \$1,000] per Insured Person  |
|--|
| [\$25 - \$1,000] per Insured Person<br>[\$25 - \$1,000] per Insured Person |
| [\$25 - \$1,000] per Insured Person  |
| [\$25 - \$1,000] per Insured Person<br>[\$25 - \$1,000] per Insured Person |
|  |

## **Heart**

| Insertion of pacemaker                | [\$50 - \$1,500] per Insured Person |
|---------------------------------------|-------------------------------------|
| Angioplasty                           |                                     |
| One vessel                            | [\$50 - \$1,500] per Insured Person |
| Two vessels                           | [\$50 - \$1,500] per Insured Person |
| Coronary artery with graft            | [\$50 - \$1,500] per Insured Person |
| Replacement of aortic or mitral valve | [\$50 - \$1,500] per Insured Person |

## **Larynx**

| Tracheostomy                              | [\$25 - \$1,500] per Insured Person |
|---|-------------------------------------|
| Laryngectomy                              | [\$25 - \$1,500] per Insured Person |
| Laryngectomy with radical neck dissection | [\$25 - \$1,500] per Insured Person |

## <u>Liver</u>

| Needle biopsy      | [\$25 - \$1,000] per Insured Person |
|--------------------|-------------------------------------|
| Wedge biopsy       | [\$25 - \$1,000] per Insured Person |
| Resection of liver | [\$25 - \$1,000] per Insured Person |

# <u>Lungs</u>

| Needle biopsy           | [\$75 - \$1,000] per Insured Person |
|-------------------------|-------------------------------------|
| Thoracotomy             | [\$75 - \$1,000] per Insured Person |
| Pneumonectomy           | [\$75 - \$1,000] per Insured Person |
| Wedge resection of lung | [\$75 - \$1,000] per Insured Person |
| Lobectomy               | [\$75 - \$1,000] per Insured Person |

# Lymphatic

| Biopsy lymph node           | [\$25 - \$750] per Insured Person |
|-----------------------------|-----------------------------------|
| Splenectomy                 | [\$25 - \$750] per Insured Person |
| Lymphadenectomy (bilateral) | [\$25 - \$750] per Insured Person |

# **BENEFIT AMOUNT**

| SURGERY | BENEFIT ( | (Continued | <b>)</b> : |
|---------|-----------|------------|------------|
|         |           |            | _          |

| Foot Surgery<br>Repair of hernia                   | [\$50 - \$2,000] per Insured Person<br>[\$50 - \$2,000] per Insured Person |
|--|--|
| Carpal tunnel release                              | raso do 2001   |
| One hand   | [\$50 - \$2,000] per Insured Person  |
| Two hands Open reduction fractures                 | [\$50 - \$2,000] per Insured Person<br>[\$50 - \$2,000] per Insured Person |
| Mandibulectomy                                     | [\$50 - \$2,000] per Insured Person  |
| Organ Transplant (heart, lung/lungs, liver, kidney |  |
| Pancreas, heart/lung or bone marrow)               | [\$50 - \$2,000] per Insured Person  |
| Vasectomy  | [\$50 - \$2,000] per Insured Person  |
| <u>Pancreas</u>                                    |  |

| Jejunostomy       | [\$75 - \$1,500] per Insured Person |
|-------------------|-------------------------------------|
| Pancreatectomy    | [\$75 - \$1,500] per Insured Person |
| Whipple procedure | [\$75 - \$1,500] per Insured Person |

# <u>Skin</u>

| Biopsy                     | [\$25 - \$500] per Insured Person |
|----------------------------|-----------------------------------|
| Excision of lesion of skin |                                   |
| Without flap or graft      | [\$25 - \$500] per Insured Person |
| With flap or graft         | [\$25 - \$500] per Insured Person |

# **Spine**

| Disectomy   | [\$200 - \$1,000] per Insured Person |
|-------------|--------------------------------------|
| Fusions     | [\$200 - \$1,000] per Insured Person |
| Laminectomy | [\$200 - \$1,000] per Insured Person |

# **Thyroid**

| Biopsy        | [\$25 - \$1,000] per Insured Person |
|---------------|-------------------------------------|
| Thyroidectomy |                                     |
| One lobe      | [\$25 - \$1,000] per Insured Person |
| Two lobes     | [\$25 - \$1,000] per Insured Person |

# <u>Urinary</u>

| Biopsy prostate                     | [\$25 - \$1,000] per Insured Person |
|-------------------------------------|-------------------------------------|
| Hydrocele                           | [\$25 - \$1,000] per Insured Person |
| Cystotomy                           | [\$25 - \$1,000] per Insured Person |
| Orchiectomy (unilateral, bilateral) | [\$25 - \$1,000] per Insured Person |
| Biopsy of kidney                    | [\$25 - \$1,000] per Insured Person |
| TUR bladder                         | [\$25 - \$1,000] per Insured Person |
| TUR prostate                        | [\$25 - \$1,000] per Insured Person |
| Prostatectomy, radical              | [\$25 - \$1,000] per Insured Person |
| Cystectomy (bladder)                |                                     |
| Partial                             | [\$25 - \$1,000] per Insured Person |
| Complete                            | [\$25 - \$1,000] per Insured Person |
| Nephrectomy                         | [\$25 - \$1,000] per Insured Person |

# **BENEFIT AMOUNT**

**HOSPITAL REHABILITATION UNIT BENEFIT:** 

(not to exceed [5 – 30] days per Sickness or Injury and

[15 – 45] days per Policy Year.):

EMERGENCY GROUND/WATER AMBULANCE BENEFIT:

(Limited to [one] trip per Sickness or Injury)

**EMERGENCY AIR AMBULANCE BENEFIT:** 

(Limited to [one] trip per Sickness or Injury)

[\$100 - \$500] per Insured Person

[\$25 - \$250] per Insured Person, per day

[\$1,000 - \$5,000] per Insured Person

## **DEFINITIONS**

**Ambulance** means a ground, water or air vehicle which is licensed as required by law, as an Ambulance, and is equipped to transport Sick or Injured people.

[Attained Age means the Insured Person's age on the most recent annual anniversary of this Policy.]

Class Basis means the classification by which each Insured Person's rates are determined. We will not and cannot change the rates on this Policy unless rates are changed on all Policies issued on the same Class Basis.

**Confined/Confinement** means an Insured Person's Medically Necessary admission to and subsequent continued stay in a Hospital for which a daily charge for room and board is made for each day of Confinement with no discharge or interruption in such Hospital stay.

**Cosmetic Surgery** means the non-Medically Necessary surgical procedures for the sole purpose of improvement of appearance.

**Covered Dependent** means an Eligible Dependent whose coverage has become effective under this Policy and has not terminated.

**Effective Date of Coverage** means the date coverage becomes effective under this Policy with respect to a particular Insured Person.

**Eligible Dependent** means Your lawful spouse and Your unmarried natural and adopted children and step-children who reside in Your home for more than 6 months in a year, who are under 19 years of age (the Limiting Age). The Limiting Age is extended from the child's 19<sup>th</sup> birthday to the child's [24<sup>th</sup>] birthday if the child is enrolled as a full-time student and attends classes regularly at an accredited college or university.

**Hospital** means an institution operated pursuant to its license for the care and treatment of sick and injured persons for which a charge is made that the Insured Person is legally obligated to pay. The institution must:

- 1. Maintain on its premises organized facilities for medical, diagnostic and surgical care for sick and injured persons on an inpatient basis;
- 2. Maintain a staff of one or more duly licensed Physicians;
- 3. Provide 24 hour nursing care by or under the supervision of a registered graduate professional nurse (R.N.); and
- 4. Is accredited as a Hospital by the Joint Commission on Accreditation of Hospitals.

The term "Hospital" does not include:

- A hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; an extended care facility; a skilled nursing facility or a facility primarily affording custodial or educational care; care or treatment for persons suffering from mental disease or disorders; care for the aged; or care for persons addicted to drugs or alcohol; and
- 2. Any military or veteran's hospital, soldier's home or any hospital contracted for or operated by the Federal Government or any agencies thereof for the treatment of members or former members of the Armed Forces, unless the Insured Person is legally required to pay for services in the absence of this insurance coverage.

**Immediate Family** means the spouse, parent, son, daughter, brother or sister of the Insured Person.

**Injury** means bodily harm caused by an accident resulting in unforeseen trauma requiring immediate medical attention and is not contributed to, directly or indirectly, by a Sickness.

**Insured Person** means You or a Covered Dependent under this Policy.

**Medically Necessary or Medical Necessity** means that a service or supply is necessary and appropriate for the diagnosis or treatment of an Injury or Sickness based on generally accepted current medical practice and is not considered experimental or investigative.

**Mental or Nervous Disorder** means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder, including but not limited to neurosis, psychoneurosis, psychopathy, psychosis, bipolar Affective Disorder or Autism. Mental or Nervous Disorder does not include Alzheimer's disease or similar forms of dementia resulting from degenerative diseases, stroke, head trauma or viral infection.

**Outpatient Surgery Facility** means a facility, licensed as such, that provides surgical services on an outpatient basis. This does not include a Physician's or dentist's office, clinic or other such location.

**Physician** means a legally qualified licensed practitioner of the healing arts who provides care within the scope of his or her license. A member of the Insured Person's Immediate Family will not be considered a Physician.

**Policy** means the written description of coverage provided to You.

Policy Year means each consecutive 12 month period beginning with Your Effective Date of Coverage.

Pre-Existing Condition means a medical condition not excluded by name or specific description for which:

- 1. Medical advice, Consultation, or treatment was recommended by or received from a Physician within the [12 month] period before the Effective Date of Coverage; or
- 2. Symptoms existed which would cause an ordinarily prudent person to seek diagnosis, care or treatment within the [12 month] period before the Effective Date of Coverage.

**Rehabilitation Unit** means a unit of a Hospital providing coordinated multidisciplinary physical restorative services to inpatients under the direction of a Physician who is knowledgeable and experienced in a rehabilitative medicine. Beds must be set up and staffed in a unit specifically designated for this service.

Sickness means an illness or disease.

### Surgery means:

- 1. The performance of generally accepted operative and cutting procedures, including surgical diagnostic procedures, specialized instrumentation's, endoscopic examinations, and other invasive procedures while an Insured Person is under local or general anesthesia;
- 2. The correction of Fractures and Dislocations; and
- 3. Any of the procedures designated by Current Procedural Terminology codes as Surgery.

We, Us and Our means The Chesapeake Life Insurance Company.

You, Your, Yours means the primary insured named in the Policy Schedule whose coverage is effective.

### **EFFECTIVE DATE OF COVERAGE**

### **Beginning of Coverage**

Once We have approved Your application based upon the information You provided therein, the Effective Date of Coverage for You and those Eligible Dependents listed in the application and accepted by Us will be the Policy Date shown in the POLICY SCHEDULE.

### **Newborn Children**

You or Your Covered Dependent Spouse's newborn child(ren) will be provided coverage after the Policy Date from the moment of birth on the same basis as coverage for other Covered Dependents under the Policy. Coverage for You or Your Covered Dependent Spouse's newborn child(ren) will not continue unless You send written notice directing Us to add the newborn child(ren) to Your Policy. This notice must be received by Us within 90 days of the newborn child's date of birth or before the next premium due date, whichever is later and must be accompanied by any required additional premium. A claim form or Hospital bill does not constitute written notice.

Benefits for Your or Your Covered Dependent spouse's newborn child(ren) will only be for losses due to Sickness or Injury.

### **Newly Adopted Children**

Any minor child under Your charge, care and control for whom You have filed a petition to adopt, will be provided coverage on the same basis as coverage for other Covered Dependents under the Policy. This coverage will begin on the date of the filing of a petition for adoption, if You apply for coverage within sixty (60) days after the filing of such petition; or from the moment of birth, if the petition for adoption and application for coverage is filed within sixty (60) days after the date of birth. Adopted child coverage will be for Accidental Injuries only.

This coverage will terminate upon the dismissal or denial of a petition for adoption.

### **Additional Dependents**

You may add Eligible Dependents by providing evidence of insurability satisfactory to Us and upon payment of any additional premium, if required.

The acceptance of a new Eligible Dependent will be shown by endorsement and the date of the endorsement will be the Effective Date of Coverage for the new Eligible Dependent.

### **PREMIUMS**

### **Premium Due Date**

Premiums are payable to Us at Our administrative office in North Richland Hills, Texas or any location as designated and communicated by Us. The premium is payable monthly, quarterly, semi-annually or annually, as indicated in the POLICY SCHEDULE. Payment of any premium will not maintain coverage in force beyond the next premium due date, except as provided by the Grace Period. Upon the payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

### **Grace Period**

There is a grace period of 31 days for the payment of any premiums due, except the first. At the end of the 31 day grace period, We may cancel the Policy without further notice. During the grace period, the contract will remain in force; however, the Company is not obligated to pay any claims incurred by Insured Persons during the grace period unless and until the premium due is received during the grace period.

### **Premium Changes**

We reserve the right to change the table of premiums, on a Class Basis, becoming due under the Policy at any time and from time to time; provided, We have given You written notice of at least 31 days prior to the effective date of the new rates. Such change will be on a Class Basis. [The premium for the Policy may change in amount by reason of an increase in the Attained Age of the Insured Person.]

### **Waiver of Premium**

We will waive all monthly premiums due for the Policy during Your extended Hospital Confinement. The waiver of premium begins after You have been Hospital Confined for a period of at least [30 - 90] consecutive days. Premiums will resume under this Policy when You are no longer receiving a Hospital Confinement benefit under this Policy. Once premiums are resumed under this Policy, any new Hospital Confinements will be subject to a [30 - 90] day continued Confinement without discharge, before premiums will be waived.

### **Unearned Premiums Refund**

Upon the death of an Insured Person, the proceeds payable to the Insured Person or his/her estate shall include premiums paid for insurance coverage for the period beyond the end of the month in which the death occurred. Unearned Premiums shall be paid in a lump sum payment no later than thirty (30) days after the proof of the Insured Person's death has been furnished to Us.

## **TERMINATION OF COVERAGE**

### You

Your coverage will terminate and no benefits will be payable under this Policy:

- 1. At the end of the month for which premium has been paid;
- 2. On the date You reach age 65;
- 3. At the end of the month following the date of Our receipt of Your request of termination;
- 4. On the date of fraud or material misrepresentation by You;
- 5. On the date We elect to discontinue this plan or type of coverage;
- 6. On the date We elect to discontinue all coverage in Your state; or
- 7. On the date an Insured Person is no longer a permanent resident of the United States.

Premium will only be refunded for any full months paid beyond the termination date.

## **Covered Dependents**

Your Covered Dependent's coverage will terminate under this Policy on:

- 1. The date Your coverage terminates;
- 2. At the end of the month following the date such dependent ceases to be an Eligible Dependent;
- 3. At the end of the month following the date of Our receipt of Your request of termination; or
- 4. On the date the Covered Dependent:
  - a. performs an act or practice that constitutes fraud; or
  - b. has made an intentional misrepresentation of material fact, relating in any way to the coverage provided under the Policy, including claims for benefits under the Policy.

Premium will only be refunded for any full months paid beyond the termination date.

The attainment of the Limiting Age for an Eligible Dependent will not cause coverage to terminate while that person is and continues to be both:

- 1. Incapable of self-sustaining employment by reason of mental retardation or physical handicap; and
- 2. Chiefly Dependent on You for support and maintenance. For the purpose of this provision "Chiefly Dependent" means the Eligible Dependent receives the majority of his or her financial support from You.

We will require that You provide proof that the dependent is in fact a disabled and dependent person. In the absence of such proof We may terminate the coverage of such person after the attainment of the Limiting Age.

### **Special Continuation Provision For Dependents**

Your Covered Dependents may continue their same (or substantially similar) coverage under a new Policy without evidence of insurability if their coverage under this Policy would otherwise terminate because they cease to be an Eligible Dependent for any of the following reasons:

- 1. Divorce, legal separation, Your death; or
- 2. A dependent child reaches the Limiting Age.

To continue coverage, You or Your Covered Dependent must request continuation of coverage by application or written notification within 31 days of the date coverage would otherwise terminate and pay any required premium.

### Reinstatement

If coverage under this Policy terminates due to non-payment of premium, We require an application for reinstatement. The reinstatement will not become effective unless We approve such application. We will advise You of the effective date of reinstatement by giving You written notice of the date, by issuing You an amended Policy or by issuing You a new Policy. In any case, the reinstated coverage provides benefits only for:

- 1. Injury occurring after the effective date of reinstatement; and
- 2. Sickness first manifesting itself more than 10 days after the effective date of reinstatement.

## **BENEFITS**

Benefits are payable under this Policy as outlined below, when coverage is in force under this Policy. Unless otherwise stated herein, all benefits are subject to:

- 1. The Benefit Amount shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS;
- 2. Any Benefit limitations shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS;
- 3. The EXCLUSIONS AND LIMITATIONS listed below; and
- 4. All other provisions of the Policy.

*NOTE:* When claims are presented for multiple services performed on the same date, and when only one benefit is payable, We will consider the higher benefit amount, provided claims for such covered services are submitted on a single claim form. Otherwise, claims submitted will be processed based on order of receipt.

### **INPATIENT HOSPITAL CONFINEMENT BENEFIT**

When an Insured Person is Hospital Confined due to a Sickness or Injury, We will pay the applicable Inpatient Hospital Confinement Benefit shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS. This benefit is payable per Insured Person for up to [365] days per Sickness or Injury. Readmission to the Hospital for the same Sickness or Injury will be treated as a continuation for the same Sickness or Injury unless separated by [31] days of more. The Inpatient Hospital Confinement Benefit is paid in lieu of and **not** in addition to the Rehabilitation Unit Benefit, per individual date of service.

### **OUTPATIENT SURGERY FACILITY BENEFIT**

When an Insured Person receives Surgery or one of the invasive diagnostic exams shown under the Invasive Diagnostic Exam Benefit below, which is performed on an outpatient basis in an Outpatient Surgery Facility, We will pay the Outpatient Surgery Facility Benefit shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS. The Outpatient Surgery Facility Benefit is paid in lieu of and **not** in addition to the Inpatient Hospital Confinement Benefit, per individual date of service.

## TNVASIVE DIAGNOSTIC EXAM BENEFIT

When an Insured Person has an [arthroscopy, bronchoscopy, colonoscopy, cystoscopy, gastroscopy, laryngoscopy, sigmoidoscopy, esophagoscopy, laparoscopy, or mediastinoscopy] as a result of a Sickness or Injury, We will pay the Invasive Diagnostic Exam Benefit shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS. Such invasive diagnostic exams must be performed in a Hospital or Outpatient Surgery Facility. Such benefit is limited to [one] diagnostic procedure per Insured Person, [per day] and limited to [5] diagnostic procedures, per Insured Person, per Policy Year.

### **SURGERY BENEFIT**

When an Insured Person receives Surgery related to a Sickness or Injury, We will pay the applicable Surgery Benefit shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS. This Surgery benefit does not include invasive diagnostic exams and is limited to [one] Surgery benefit payable per day.

### **HOSPITAL REHABILITATION UNIT BENEFIT**

When an Insured Person is Hospital Confined and transferred to a bed in a Rehabilitation Unit of a Hospital for the treatment of a Sickness or Injury, We will pay the Hospital Rehabilitation Unit Benefit shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS. Such benefit is limited to [15 days] per Insured Person, [per hospitalization] and [30 days] per Insured Person, per Policy Year. The Hospital Rehabilitation Unit Benefit is paid in lieu of and **not** in addition to the Inpatient Hospital Confinement benefit, per individual date of service.

### **EMERGENCY GROUND/WATER AMBULANCE BENEFIT**

When an Insured Person is transported by ground or water Ambulance to a Hospital emergency room due to Sickness or Injury, We will pay the Emergency Ground/Water Ambulance benefit shown in the POLICY SCHEDULE - SCHEDULE OF BENEFITS. [Limited to [one] trip per Insured Person, per Sickness or Injury.]

## **EMERGENCY AIR AMBULANCE BENEFIT**

When an Insured Person is transported by air Ambulance to a Hospital emergency room due to Sickness or Injury, We will pay the Emergency Ground Ambulance benefit shown in the POLICY SCHEDULE - SCHEDULE OF BENEFITS. [Limited to [one] trip per Insured Person, per Sickness or Injury.]

### **EXCLUSIONS AND LIMITATIONS**

## We will not provide any benefits for loss caused by, resulting from or in connection with:

- 1. Any care not Medically Necessary or benefits which are not specifically provided for in this Policy;
- 2. Any act of war, declared or undeclared;
- 3. Active military duty in the service or any country;
- 4. Participation in a riot, civil commotion or insurrection;
- 5. Suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
- 6. Mental or nervous disorders;
- 7. Having Cosmetic Surgery or other elective procedures that are not Medically Necessary;
- 8. Operating any motorized passenger vehicle for wage, compensation or profit;
- 9. Drug abuse or addiction including alcoholism, or overdose of drugs, narcotics, or hallucinogens, directly or indirectly;
- 10. An overdose of drugs, being intoxicated or under the influence of intoxicants, hallucinogens, narcotics or other drugs, directly or indirectly:
- 11. Directly or indirectly engaging in an illegal occupation or illegal activity or Your being incarcerated;
- 12. Committing or trying to commit a felony;
- 13. Normal pregnancy, except for complications of pregnancy while Hospital Confined;
- 14. Hospital Confinement for routine or normal newborn child care;
- 15. Mountaineering using ropes and/or other equipment, parachuting, hang gliding, officiating or coaching, racing any type of vehicle in an organized or unorganized event, sky diving, scuba diving below 50 feet, motorized racing, para-sailing, experimental aviation, ultra-light flying, base jumping, bungee jumping, heli-skiing or heli-snowboarding; and
- 16. Travel in or descent from any vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a commercial airline (other than a charter airline) certified by the U.S. Federal Aviation Administration (FAA), on a regularly scheduled passenger trip.

### Sickness Exclusion

We will not provide benefits for any loss resulting from a Sickness, as defined, which first manifests itself within the 30 days after the Insured Person's Effective Date of Coverage, until such coverage has been in force for a period of 6 months.

## **Pre-Existing Condition Limitation**

We will not provide benefits for any loss resulting from a Pre-Existing Condition, as defined, unless the loss is incurred at least [6 months] after the Effective Date of Coverage for an Insured Person.

### **GENERAL PROVISIONS**

### **Entire Contract**

The Entire Contract consists of:

- 1. This Policy;
- 2. Any applications for the proposed insured individuals; and
- 3. Any endorsements, amendments or riders attached.

All statements made by You will, in the absence of fraud, be deemed representations and not warranties.

Only Our President, a Vice President or Secretary has the power on Our behalf to execute or amend the Policy. No other person will have the authority to bind Us in any manner. No agent may accept risks, alter or amend coverage or waive any provisions of the Policy. Any change in the Policy will be made by amendment signed by Us. Changes made in the Policy that are mandated by state for federal law will not require the consent of any Insured Person.

### **Notice of Claim**

Written notice of claim must be given to Us within 60 days after an Accidental Injury, or as soon as reasonably possible. Written notice of claim given by or on behalf of the Insured Person to Us with information sufficient to identify such person will be considered notice to Us.

#### Claim Forms

When We receive the notice of claim, We will send the Insured Person forms for filing proof of loss. If these forms are not furnished within 15 days, the Insured Person will meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the next provision.

### **Proof of Loss**

Written proof of loss must be furnished to Us at Our administrative office in North Richland Hills, Texas or any location as designated and communicated by Us, within 90 days after the date of the loss for which claim is made. Failure to furnish written proof of loss within that time will neither invalidate nor reduce any claim if it is shown that it was not reasonably possible to furnish written proof of loss within that time; provided such proof is furnished as soon as reasonably possible and in no event, in the absence of legal incapacity, later than one year from the time proof is otherwise required.

## **Time of Payment of Claims**

Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid upon receipt of proper written proof of loss. Subject to proper written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid upon receipt of proper written proof.

## **Payment of Claims**

We will pay all benefits due under the Policy promptly upon receipt of proper proof of loss.

All indemnities will be payable to the Insured Person. Any accrued indemnities unpaid at the Insured Person's death may, at Our option, be paid to any beneficiary or to the estate of the Insured Person.

### **Age Misstatement**

If Your age has been misstated, Our records will be changed to show the correct age. The benefits provided will not be affected if You continue to be eligible for coverage at the correct age. However, premium adjustments, including collection of any premium due Us because of past underpayments, will be made so that We receive the premiums due at the correct age payable on the premium due date following Our notification of an age correction.

## **Physical Examinations and Autopsy**

We will, at Our own expense, have the right and opportunity to examine the Insured Person whose Sickness or Injury is the basis of a claim when and as often as We may reasonably require during the pendency of a claim and to make an autopsy in case of death, unless prohibited by law.

### **Legal Action**

No action at law or in equity will be brought to recover on the Policy prior to the expiration of 60 days after proof of loss has been filed as required by the Policy; nor may any action be brought after expiration of 3 years after the time written proof of loss is required to be furnished.

### Incontestability

After 2 years from the Insured Person's Effective Date of Coverage, no misstatements, except fraudulent misstatements, made in the application will be used to void the coverage, or deny a claim unless the loss was incurred during the first 2 years following such Insured Person's Effective Date of Coverage.

### Conformity

Any provision of this Policy which, on the Effective Date of Coverage, is in conflict with the statutes of the state in which You reside on such date, is hereby amended to conform to the minimum requirements of such statutes.